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8 OCEANSIDE HEALTH PRODUCTS LLC

9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

12 OCEANSIDE HEALTH PRODUCTS  
13 LLC, a California limited liability  
company,

14 Plaintiff,

15 v.

16 DVIR DERI LLC d/b/a PRIME –  
17 GLOBAL, a New Jersey limited  
liability company; and DOES 1-10,  
inclusive,

18 Defendants.

Case No.

**COMPLAINT FOR:**

1. **INTENTIONAL  
INTERFERENCE WITH  
CONTRACTUAL RELATIONS**
2. **TRADEMARK INFRINGEMENT  
IN VIOLATION OF 15 U.S.C §§  
1114, 1125(a)(1)(A);**
3. **COMMON LAW TRADEMARK  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff, Oceanside Health Products LLC ("Oceanside"), by and through its  
2 counsel of record, for its Complaint against DVIR DERI LLC d/b/a Prime – Global  
3 ("Prime") and Does 1 through 10, inclusive, upon knowledge as to itself, and upon  
4 information and belief as to all other matters, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. This Court has subject matter jurisdiction over this matter pursuant to  
7 28 U.S.C. §§ 1331 and 1338, 28 U.S.C. § 1367. Oceanside's federal claims are  
8 predicated on 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a), and its claims arising  
9 under California state law are substantially related such that they form part of the  
10 same case or controversy under Article III of the United States Constitution.

11 2. Venue is proper in this judicial district pursuant to 28 U.S.C. §  
12 1391(b)(2)-(3) as Prime is subject to personal jurisdiction in this Judicial District  
13 and a substantial part of the events or omissions giving rise to the claims that  
14 occurred in this District.

15 3. This Court has specific personal jurisdiction over Prime because Prime  
16 has expressly aimed its tortious activities towards the State of California,  
17 purposefully availed itself of the privilege of doing business in California, and  
18 engaged in significant contacts with California, including significant and regular  
19 sales, shipments, and distribution of products bearing infringing trademarks in  
20 California and to California residents.

21 **THE PARTIES**

22 4. Oceanside is a limited liability company existing under the laws of  
23 California, with its office located in Orange, California.

24 5. On information and belief, Prime is a limited liability company existing  
25 under the laws of New Jersey.

26 6. The true names and capacities, whether individual, corporate, associate,  
27 or otherwise, of the remaining defendants, sued as Does 1 through 10, inclusive, are  
28 unknown to Oceanside, which therefore sues said defendants by such fictitious

1 names. Oceanside alleges that each of the defendants designated herein as a  
2 fictitiously named defendant is, in some manner, means, and/or degree responsible  
3 for the events and transactions at issue herein, and that Oceanside's injuries were  
4 proximately caused thereby. Oceanside will amend this Complaint to allege the true  
5 names and capacities of those defendants when ascertained.

6 **FACTUAL BACKGROUND**

7 7. Oceanside is a California limited liability company that specializes in  
8 e-commerce brand enforcement, and among other things, distributes products from  
9 Detoxify, LLC ("Detoxify").

10 8. Detoxify is a company that researches, develops, designs,  
11 manufactures, markets and sells healthy detoxification products.

12 9. To promote and protect the Detoxify brand, Detoxify has registered  
13 numerous trademarks with the United States Patent and Trademark Office, including  
14 but not limited to Registration #1898539 (the "Detoxify Mark") and has been using  
15 the Detoxify Mark in interstate commerce since as early as March 21, 1995. Since  
16 that time, Detoxify has widely publicized its business of selling Detoxify products in  
17 its advertisements, websites, and other promotional material, including Detoxify  
18 products bearing the Detoxify Mark.

19 10. Oceanside distributes Detoxify products bearing the Detoxify Mark in  
20 connection with its exclusive right to sell Detoxify products on Amazon.com's U.S.  
21 marketplace.

22 11. Oceanside has an exclusive distribution agreement with Detoxify to  
23 ensure that products sold on Amazon.com's U.S. marketplace are sold solely  
24 through authorized distribution channels.

25 12. On information and belief, Prime illegally sells products bearing the  
26 Detoxify Mark on Amazon.

27 13. Neither Detoxify nor Oceanside have approved Prime to sell Detoxify  
28 products on Amazon.

1 14. Prime's sales on Amazon violate Oceanside's satisfaction guarantee and  
2 warranty, which protect against certain defects and offer a 100% Satisfaction  
3 Guarantee to consumers for refunds and replacements when Detoxify products are  
4 purchased from an authorized reseller. In addition, Prime's sales on Amazon do not  
5 come with Detoxify's sticker, which is utilized by Detoxify and Oceanside and a  
6 symbol of authentication.

7 15. The satisfaction guarantee, warranty and sticker of authentication are  
8 not available for products bearing the Detoxify Mark that are sold by unauthorized  
9 resellers, and such satisfaction guarantee, warranty and sticker of authentication are  
10 key components of genuine Detoxify products.

11 16. Prime is infringing on the Detoxify Mark by listing, advertising and  
12 selling products on Amazon bearing the Detoxify Mark that are not subject to, do  
13 not abide by, and interfere with Detoxify's and Oceanside's quality controls and  
14 customer service requirements.

15 **FIRST CLAIM**

16 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

17 **(Against DVIR DERI LLC d/b/a Prime – Global and Does 1-10)**

18 17. Oceanside hereby incorporates by reference the allegations contained in  
19 paragraphs 1 through 16, inclusive, of this Complaint as if set forth in full herein.

20 18. Oceanside has entered into a valid and subsisting contract with  
21 Detoxify for the exclusive distribution of Detoxify products on Amazon.com's U.S.  
22 marketplace.

23 19. Prime is aware of Oceanside's contract with Detoxify for the exclusive  
24 distribution of Detoxify products sold on Amazon.com's U.S. marketplace through  
25 solely authorized distribution channels.

26 20. On information and belief, Prime's acts including, but not limited to,  
27 listing, advertising and selling products on Amazon.com's U.S. marketplace bearing  
28 the Detoxify Mark has been designed to disrupt Oceanside's contract with Detoxify.

21. Prime's actions as described herein have caused a disruption in Oceanside's contractual relationship with Detoxify.

22. But for Prime's tortious conduct and interference, Oceanside's contract with Detoxify would have been fully performed without breach or disruption.

23. Oceanside has suffered damages in an amount to be proven at trial, but in no event less than the jurisdictional minimum for this Court.

## **SECOND CLAIM**

### **TRADEMARK INFRINGEMENT**

#### **15 U.S.C. §§ 1114, 1125(a)(1)(A)**

#### **(Against DVIR DERI LLC d/b/a Prime – Global and Does 1-10)**

24. Oceanside hereby incorporates by reference the allegations contained in paragraphs 1 through 23, inclusive, of this Complaint as if set forth in full herein.

25. Detoxify is the owner of the Detoxify Mark.

26. The Detoxify Mark is registered with the United States Patent and Trademark Office, and such registration is valid and incontestable pursuant to 15 U.S.C. § 1065.

27. The Detoxify Mark is a valid and subsisting trademark in full force and effect.

28. Oceanside and Detoxify entered into a Limited Power of Attorney to Enforce Product Distribution and Trademarks of Detoxify, LLC, whereby Detoxify assigned its rights to Oceanside to, among other things, initiate legal action on Detoxify's behalf against any sellers who wrongfully divert Detoxify's products and/or infringe Detoxify's intellectual property rights covered by the exclusive distribution agreement between Oceanside and Detoxify. A true and correct copy of the Limited Power of Attorney to Enforce Product Distribution and Trademarks of Detoxify, LLC is attached hereto as **Exhibit A**.

1 29. Prime is listing, advertising and selling products on the Amazon.com  
2 U.S. marketplace bearing the Detoxify Mark, including but not limited to  
3 approximately 1604 units of Detoxify products under the following listings:

- 4 i. Detoxify Mega Clean Herbal Cleanse – Tropical – 32 oz –  
5 Professionally Formulated Herbal Detox Drink – Enhanced with Milk  
6 Thistle, Ginseng Root & Guarana Seed – Plus Sticker  
7 ii. Detoxify Mega Clean Herbal Cleanse – Tropical Flavor – 32 oz –  
8 Professionally Formulated Herbal Detox Drink – Enhanced with Milk  
9 Thistle Extract, Ginseng Root Extract & Guarana Seed Extract  
10 iii. Detoxify – Xxtra Clean Herbal – Tropical Fruit Flavor – 20 oz –  
11 Professionally Formulated Extra Strength Herbal Detox Drink –  
12 Enhanced with Ginseng Extract & Milk Thistle Extract – Plus Sticker  
13 iv. Detoxify – Mega Clean NT Herbal Cleanse – Tropical – 32 oz –  
14 Professionally Formulated Herbal Detox Drink – Enhanced with  
15 MetaBoost Eliminating Need for PreCleanse – Plus Sticker  
16 v. Detoxify Ever Clean Cleansing Program – Honey Tea Flavor – (5) x  
17 4oz bottles | Professionally Formulated 5-Day Longer Term Cleansing  
18 Solution | Enhanced With Green Tea, Vitamins & Minerals  
19 vi. Detoxify – Green Clean Herbal Cleanse - Honey Tea Flavor – (2) x 4  
20 oz Bottles – Herbal Detox Drink – Burdock Root Extract & Green Tea  
21 Metaboost - Plus Sticker  
22 vii. Detoxify Mighty Clean Herbal Cleanse – Tropical – (3) x 8 oz Bottles –  
23 Formulated Herbal Cleanse – 4 Factor Full Cleansing System – Plus  
24 Sticker!

25 30. Prime unlawfully, willfully, and knowingly used and continues to use  
26 the Detoxify Mark in interstate commerce for purposes of selling products bearing  
27 the Detoxify Mark on the Amazon.com U.S. marketplace without Oceanside's or  
28 Detoxify's consent.

1           31. The products sold online by Prime bearing the Detoxify Mark are not  
2 authorized for sale by Oceanside or Detoxify.

3           32. The products sold on the Amazon.com U.S. marketplace by Prime  
4 bearing the Detoxify Mark are not genuine Detoxify products and are materially  
5 different than genuine Detoxify products.

6           33. The products sold on the Amazon.com U.S. marketplace by Prime  
7 bearing the Detoxify Mark do not come with a satisfaction guarantee and warranty,  
8 and are not subject to, do not abide by, and interfere with quality controls and  
9 customer service requirements.

10          34. In addition, the products sold online by Prime bearing the Detoxify  
11 Mark do not come with Detoxify's sticker, which is utilized by Detoxify and  
12 Oceanside and a symbol of authentication.

13          35. As a result, Prime's unauthorized sale of products bearing the Detoxify  
14 Mark is likely to cause confusion, cause mistake, or deceive consumers.

15          36. As a proximate result of Prime's misconduct, Oceanside and Detoxify  
16 have suffered and continues to suffer immediate and irreparable harm. Oceanside  
17 and Detoxify have also suffered and continue to suffer damages, including but not  
18 limited to loss of business, goodwill, reputation, and profits in an amount to be  
19 proven at trial.

20          37. Oceanside and Detoxify are entitled to recover damages caused by  
21 Prime's infringement of the Detoxify Mark and disgorge Prime's profits from its  
22 willfully infringing sales and unjust enrichment.

23          38. Oceanside and Detoxify are entitled to injunctive relief under 15 U.S.C.  
24 § 1116, because they have no adequate remedy at law for Prime's infringement, and  
25 unless Prime is permanently enjoined, Oceanside and Detoxify will suffer  
26 irreparable harm.



1 39. Oceanside and Detoxify are entitled to enhanced damages and attorney  
2 fees under 15 U.S.C. § 1117(a) as this is an exceptional case, because Prime  
3 willfully, intentionally, and maliciously infringed on the Detoxify Mark in bad faith.

4 **THIRD CLAIM**

5 **COMMON LAW TRADEMARK INFRINGEMENT**

6 **(Against DVIR DERI LLC d/b/a Prime – Global and Does 1-10)**

7 40. Oceanside hereby incorporates by reference the allegations contained in  
8 paragraphs 1 through 39, inclusive, of this Complaint as if set forth in full herein.

9 41. Detoxify is the owner of Registration the Detoxify Mark.

10 42. The Detoxify Mark is registered with the United States Patent and  
11 Trademark Office, and such registration is valid and incontestable pursuant to 15  
12 U.S.C. § 1065.

13 43. The Detoxify Mark is a valid and subsisting trademark in full force and  
14 effect.

15 44. Oceanside and Detoxify entered into a Limited Power of Attorney to  
16 Enforce Product Distribution and Trademarks of Detoxify, LLC, whereby Detoxify  
17 assigned its rights to Oceanside to, among other things, initiate legal action on  
18 Detoxify's behalf against any sellers who wrongfully divert Detoxify's products  
19 and/or infringe Detoxify's intellectual property rights covered by the exclusive  
20 distribution agreement between Oceanside and Detoxify. A true and correct copy of  
21 the Limited Power of Attorney to Enforce Product Distribution and Trademarks of  
22 Detoxify, LLC is attached hereto as **Exhibit A**.

23 45. Prime is listing, advertising and selling products on the Amazon.com  
24 U.S. marketplace bearing the Detoxify Mark, including but not limited to  
25 approximately 1604 units of Detoxify products under the following listings:

- 26 i. Detoxify Mega Clean Herbal Cleanse – Tropical – 32 oz –  
27 Professionally Formulated Herbal Detox Drink – Enhanced with Milk  
28 Thistle, Ginseng Root & Guarana Seed – Plus Sticker



- 1           ii.    Detoxify Mega Clean Herbal Cleanse – Tropical Flavor – 32 oz –  
2                   Professionally Formulated Herbal Detox Drink – Enhanced with Milk  
3                   Thistle Extract, Ginseng Root Extract & Guarana Seed Extract  
4           iii.   Detoxify – Xxtra Clean Herbal – Tropical Fruit Flavor – 20 oz –  
5                   Professionally Formulated Extra Strength Herbal Detox Drink –  
6                   Enhanced with Ginseng Extract & Milk Thistle Extract – Plus Sticker  
7           iv.    Detoxify – Mega Clean NT Herbal Cleanse – Tropical – 32 oz –  
8                   Professionally Formulated Herbal Detox Drink – Enhanced with  
9                   MetaBoost Eliminating Need for PreCleanse – Plus Sticker  
10          v.     Detoxify Ever Clean Cleansing Program – Honey Tea Flavor – (5) x  
11                   4oz bottles | Professionally Formulated 5-Day Longer Term Cleansing  
12                   Solution | Enhanced With Green Tea, Vitamins & Minerals  
13          vi.    Detoxify – Green Clean Herbal Cleanse - Honey Tea Flavor – (2) x 4  
14                   oz Bottles – Herbal Detox Drink – Burdock Root Extract & Green Tea  
15                   Metaboost - Plus Sticker  
16          vii.   Detoxify Mighty Clean Herbal Cleanse – Tropical – (3) x 8 oz Bottles –  
17                   Formulated Herbal Cleanse – 4 Factor Full Cleansing System – Plus  
18                   Sticker!

19          46.    Prime unlawfully, willfully, and knowingly used and continues to use  
20 the Detoxify Mark in interstate commerce for purposes of selling products bearing  
21 the Detoxify Mark on the Amazon.com U.S. marketplace without Oceanside's or  
22 Detoxify's consent.

23          47.    The products sold online by Prime bearing the Detoxify Mark are not  
24 authorized for sale by Oceanside or Detoxify.

25          48.    The products sold on the Amazon.com U.S. marketplace by Prime  
26 bearing the Detoxify Mark are not genuine Detoxify products and are materially  
27 different than genuine Detoxify products.  
28

49. The products sold on the Amazon.com U.S. marketplace by Prime bearing the Detoxify Mark do not come with a satisfaction guarantee and warranty, and are not subject to, do not abide by, and interfere with quality controls and customer service requirements.

50. In addition, the products sold online by Prime bearing the Detoxify Mark do not come with Detoxify's sticker, which is utilized by Detoxify and Oceanside and a symbol of authentication.

51. As a result, Prime's unauthorized sale of products bearing the Detoxify Mark is likely to cause confusion, cause mistake, or deceive consumers.

52. As a proximate result of Prime's misconduct, Oceanside and Detoxify have suffered and continue to suffer immediate and irreparable harm. Oceanside and Detoxify have also suffered and continue to suffer damages, including but not limited to loss of business, goodwill, reputation, and profits in an amount to be proven at trial.

53. Prime's actions constitute trademark infringement under the common law of the State of California and entitle Oceanside and Detoxify to injunctive relief and further entitle Oceanside and Detoxify to recover damages caused by Prime's infringement of the Detoxify Mark, and to disgorgement of Prime's profits from its willfully infringing sales and unjust enrichment.

## **PRAYER FOR RELIEF**

WHEREFORE, Oceanside prays that judgment be entered in this action against Prime as follows:

1. For general and compensatory damages in a sum according to proof at the time of trial;

2. For general and special damages in a sum according to proof at the time of trial;

3. For restitution and/or disgorgement of all unlawful or illegal profits received by Prime;

1           4.     For injunctive relief prohibiting Prime from unfair competition as  
2 alleged in this Complaint;

3           5.     For interest and prejudgment interest at the maximum legal rate;

4           6.     For all costs of suit incurred herein;

5           7.     For attorney's fees as permitted by law, equity or contract; and

6           8.     For such other and further relief this Court deems just and proper.

7  
8 DATED: January 3, 2023

9                                   FINLAYSON TOFFER ROOSEVELT & LILLY LLP

10  
11                                   By           /s/ T. Kevin Roosevelt            
12   T. Kevin Roosevelt  
13   Attorneys for Plaintiff  
14   OCEANSIDE HEALTH PRODUCTS LLC

15  
16                                   **DEMAND FOR JURY TRIAL**

17           Plaintiff, Oceanside Health Products hereby demands a jury trial as provided  
18 by Rule 38(a) of the Federal Rules of Civil Procedure.

19  
20 DATED: January 3, 2023

21                                   FINLAYSON TOFFER ROOSEVELT & LILLY LLP

22  
23                                   By           /s/ T. Kevin Roosevelt            
24   T. Kevin Roosevelt  
25   Attorneys for Plaintiff  
26   OCEANSIDE HEALTH PRODUCTS LLC